



**TOWN OF FORT MILL  
PLANNING COMMISSION MEETING  
November 25, 2014  
112 Confederate Street  
7:00 PM**

**AGENDA  
REVISED**

**CALL TO ORDER**

**APPROVAL OF MINUTES**

1. Regular Meeting: October 28, 2014 *[Pages 3–5]*

**OLD BUSINESS**

1. **Development Agreement: Dev. Solutions Group (Kimbrell)** *[Pages 6–50]*

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

**NEW BUSINESS**

There are no New Business items

**ITEMS FOR INFORMATION / DISCUSSION**

1. **Mixed Use (MXU) Subdivision Updates** *[Pages 51–56]*

- Waterside at the Catawba: Phase 1, Maps 1, 2 and 3 (Final Plat)
- Carolina Orchards (Preliminary Plat)
- Kingsley: Tracts A-1/A-2, B and C (Final Plat) & Road A (Preliminary Plat)

2. **Unified Development Ordinance RFP Update**

3. **December Meeting Date**

**ADJOURN**

**MINUTES  
TOWN OF FORT MILL  
PLANNING COMMISSION MEETING  
October 28, 2014  
112 Confederate Street  
7:00 PM**

Present: Chairman James Traynor, Hynek Lettang, Chris Wolfe, Tom Petty, John Garver, Ben Hudgins, Tony White, Planning Director Joe Cronin, Assistant Planner Chris Pettit

Absent: None

Guests: Matt Noonkester (Stantec), Dusty Wiederhold (Sunbelt Ventures), Mack Cross (Sunbelt Ventures), Danis Simmons (ESP Associates), Brett Manery (Pulte Group), Matt Levesque (ESP Associates)

Chairman Traynor called the meeting to order at 7:00 pm and welcomed everyone in attendance.

Mr. Wolfe made a motion to approve the minutes from the September 23, 2014, meeting as presented. Mr. Garver seconded the motion. The motion was approved by a vote of 7-0.

Mr. Garver made a motion to approve the minutes from the October 9, 2014, joint meeting with Town Council, as presented. Mr. White seconded the motion. The motion was approved by a vote of 7-0.

**OLD BUSINESS ITEMS**

1. **Request to Approve Road Names: Waterside at the Catawba**: Planning Director Cronin stated that Lennar Homes, the developer of the Waterside at the Catawba subdivision, has submitted a revised master road name list following the commission's disapproval of Squirtle Court at the last meeting. In its place, Lennar has requested approval for Appledale Court. Mr. Wolfe questioned whether the county had approved the name. Planning Director Cronin responded that they had. Mr. Hudgins made a motion to approve the revised master road name list for Waterside at the Catawba, including the name Appledale Court. Mr. Petty seconded the motion. The motion was approved by a vote of 7-0

**NEW BUSINESS ITEMS**

1. **Request to Approve Road Names: Carolina Orchards**: Planning Director Cronin stated that Pulte Homes, the developer of the Carolina Orchards subdivision, has submitted a master road name list for the commission's consideration. The list included a total of 40 new road names, including: Backyard Court, Bartlett Street, Birchway Drive, Birdsong Way, Bliss Drive, Bloom Street, Blush Drive, Bud Court, Bumblebee Lane, Burr Court, Bushel Drive, Carolina Orchards Blvd, Charmaine Drive, Cherrytree Drive, Currant Street,

Delaney Drive, Fig Street, Fruitful Drive, Grove Place Drive, Grovefield Drive, Harvest Valley Lane, Haven Avenue, Honey Dew Lane, Kirby Drive, Larch Avenue, Leaf Walk Drive, Middlebury Lane, Olive Street, Peach Valley Lane, Peck Street, Plum Street, Red Leaf Drive, Redwing Street, Scout Lane, Summersong Lane, Sunkissed Lane, Sunnyview Lane, Sunrise Lane, Sweet Fig Way, and Turnberry Court. Planning Director Cronin added that the county has approved the list, but requested that consideration be given to certain names (such as Grovefield Drive and Grove Place Drive) not being located immediately adjacent to each other. Mr. Wolfe made a motion to approve the master road name list for Carolina Orchards, incorporating the county's comments regarding the specific placement of certain names. Mr. Lettang seconded the motion. Chairman Traynor stated that his employer, Clear Springs, was the entity selling the property to Pulte Homes, and stated that he would be recusing himself from voting on this matter. The motion was approved by a vote of 6-0, with Chairman Traynor abstaining.

2. **Request to Approve Road Name: Banks Road Connector:** Planning Director Cronin stated that the town had received a request from the York County Addressing Office to approve a new road name for the Banks Road Connector, located between Banks Street and Fort Mill Parkway. Because of the grade separation resulting from the new Fort Mill Southern Bypass railroad overpass, the road was constructed to connect Banks Road and the new bypass. Wolf Pack Trail or Lane was recommended due to the road's proximity to Banks Trail Middle School, home of the Timberwolves. (Timberwolf Drive is already in use elsewhere in the Fort Mill area.) Mr. Garver made a motion to approve the name Wolf Pack Trail for the Banks Road Connector. Mr. Hudgins seconded the motion. The motion was approved by a vote of 7-0.
3. **Subdivision Request: Fort Mill Square:** Planning Director Cronin provided a brief overview of the request, the purpose of which was to consider subdividing an existing parcel, York County Tax Map Number 020-07-01-003 (Fort Mill Square), from one single lot to five smaller lots. This subdivision was being requested as part of the redevelopment project related to the demolition of the old Food Lion, and the construction of a new Walmart Neighborhood Market, renovation of the old hardware store building, and other parking and landscaping improvements. Dusty Wiederhold of Sunbelt Ventures provided additional information, and answered questions from commission members. Planning Director Cronin added that all new lots would meet the minimum requirements of the zoning ordinance. Mr. Lettang made a motion to approve the subdivision request, with a second by Mr. Garver. The motion was approved by a vote of 7-0.
4. **Development Agreement: Development Solutions Group:** Planning Director Cronin provided a brief overview of the proposed development between the Town and Development Solutions Group for a 28.6 acre piece of property located at the intersection of N Dobys Bridge Road and Kimbrell Road. Planning Director Cronin stated that council had given first reading approval to the annexation request (with R-5 zoning), and that this development agreement was related to the development project slated for that particular piece of property. Mr. Wolfe questioned why a rendering of the concept plan was not included in the draft agreement, and stated that he didn't feel comfortable voting on the request without a concept plan. In regards to the significant tree located at the intersection,

Mr. Lettang recommended that language be added to the agreement requiring that development plans must be reviewed and approved by qualified arborist before development may begin. Mr. Lettang added that it would be beneficial to also see a report from an arborist which evaluates the current health of the tree. Mr. Hudgins made a motion to defer the request and ask the applicant to provide the additional information requested by the commission. Mr. White seconded the motion. The motion was approved by a vote of 7-0.

5. **Impact Fee Study:** The town's impact fee consultant, Matt Noonkester of Stantec, provided a summary of the Development Impact Fee study. The study identified the maximum allowable impact fee charges permitted by law for new development (residential and non-residential). The study was divided into four service areas: Fire Protection, Municipalities, Parks & Recreation, and Transportation. Should the planning commission and council choose to proceed with the development of an impact fee program, the next steps would include revenue forecasting, development of a capital improvements plan, and preparation of an enacting ordinance. A housing affordability analysis was also nearing completion. This information will be shared with commission members at a later date. Mr. Petty made a motion to accept the draft report as information, understanding that additional information will be provided as the process moves forward. Mr. Garver seconded the motion. The motion was approved by a vote of 7-0.

## **ITEMS FOR INFORMATION / DISCUSSION**

1. **Follow Up Meeting with Town Council:** Planning Director Cronin stated that Mayor Funderburk has requested a follow-up meeting between council and the Planning Commission to further discuss transportation and traffic-related issues, as well as the pending impact fee study. Planning Director Cronin added that council's quarterly workshop will likely be scheduled on Tuesday, November 18<sup>th</sup>, or Wednesday, November 19<sup>th</sup>. These dates were generally agreeable to members of the commission. Staff will follow up with additional details once the date is finalized.
2. **Draft RFP: Unified Development Ordinance:** Planning Director Cronin stated that town staff had issued a Request for Proposals (RFP) for development of a UDO. The town has gotten a good response so far. The deadline for proposals was set for 12:00 PM on November 7<sup>th</sup>. A four-person committee of Planning Director Cronin, Assistant Planner Pettit, Engineering Director Paul Mitchell, and Stormwater Manager Zheng Zheng Wiley, will be evaluating the proposals and selecting a consultant from among the firms submitting a proposal.

There being no further business, the meeting was adjourned at 8:38 pm.

Respectfully submitted,

Joe Cronin  
Planning Director

**Planning Commission Meeting  
November 25, 2014  
Old Business Item**

**Development Agreement: Development Solutions Group (Kimbrell Property)**

An ordinance authorizing the entry by the Town of Fort Mill into a Development Agreement for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road; authorizing the execution and delivery of such Development Agreement; and other matters relating thereto

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**Background / Discussion**

The planning commission is asked to review and provide a recommendation on a draft ordinance adopting a development agreement between the Town of Fort Mill and Development Solutions Group LLC (DSG) for property located at York County Tax Map Numbers 736-00-00-080, 736-00-00-081 and 736-00-00-144, such parcels containing approximately 28.6 acres located at the intersection of North Dobys Bridge Road and Kimbrell Road

This property is currently under contract to be sold by the current owners, Del Bradshaw (Trustee) and Woodward Associates LLC, to the purchaser, DSG.

This agreement is tied to an annexation request for the same parcels. First reading of the annexation ordinance was approved on September 22, 2014, with a zoning designation of R-5 Residential. The annexation ordinance, as currently drafted, would become effective on the date that the property is transferred from the current owners to DSG. The draft development agreement, as proposed, would have a same effective date. If the property is not transferred by the sunset date provided within the ordinances, both the annexation and development agreement ordinances would become null and void.

The intent of DSG is to develop the property into a single-family, age targeted subdivision containing up to 100 residential units.

**Recommendation**

In reviewing the proposed subdivision project on Kimbrell Road, the Planning Commission recommended that the total number of residential units be limited to not more than 100. Staff has recommended a development agreement as the best, and most appropriate, mechanism for addressing this concern, as well as other issues raised during first reading.

Copies of the revised draft agreement and enacting ordinance are attached. This agreement outlines the rights and responsibilities of both parties. The draft agreement authorizes the development of up to 100 single-family residential units. The agreement stipulates off-site traffic improvements at both ends of Kimbrell Road, consistent with a traffic study completed in August 2014. The

applicant has also agreed to make a cash contribution in the amount of \$50,000 toward future transportation improvements, (paid \$500/home at the time of permitting).

Some modifications have been made to the agreement since the commission last reviewed the request in October. These changes include:

- Language regarding preservation of the significant tree located at the intersection of N Dobys Bridge Road and Kimbrell Road
- Inclusion of a concept plan (Exhibit B)
- Inclusion of a turn lane at the intersection of N Dobys Bridge Road and Kimbrell Road
- Incorporation of additional language regarding the voluntary contribution for transportation improvements.

Approval of this item will be a policy decision of the town council.

Joe Cronin  
Planning Director  
November 21, 2014

STATE OF SOUTH CAROLINA  
TOWN COUNCIL FOR THE TOWN OF FORT MILL  
ORDINANCE NO. 2014-\_\_

AN ORDINANCE AUTHORIZING THE ENTRY BY THE TOWN OF FORT MILL INTO A DEVELOPMENT AGREEMENT WITH DEVELOPMENT SOLUTIONS GROUP, LLC FOR PROPERTY LOCATED AT YORK COUNTY TAX MAP NUMBERS 736-00-00-144, 736-00-00-81, AND 736-00-00-080, SUCH PARCELS CONTAINING APPROXIMATELY 28.6 ACRES LOCATED ON KIMBRELL ROAD; AUTHORIZING THE EXECUTION AND DELIVERY OF SUCH DEVELOPMENT AGREEMENT; AND OTHER MATTERS RELATING THERETO

Pursuant to the authority granted by the Constitution of the State of South Carolina and the General Assembly of the State of South Carolina, BE IT ENACTED BY THE TOWN COUNCIL FOR THE TOWN OF FORT MILL:

ARTICLE I

FINDINGS OF FACT

Section 1.1 Findings of Fact. As an incident to the adoption of this Ordinance, the Town Council (the "Town Council") of the Town of Fort Mill, South Carolina (the "Town"), has made the following findings:

(A) The Town is authorized pursuant to the provisions of the South Carolina Local Government Development Agreement Act, codified as Sections 6-31-10 through 6-31-160, inclusive, of the Code of Laws of South Carolina, 1976, as amended (herein and as codified, the "Act"), to enter into development agreements with developers (as defined in the Act) to promote comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources and reduce the economic cost of development.

(B) The Town has engaged in negotiations with Development Solutions Group LLC, a North Carolina corporation (the "Developer"), with respect to the terms of the development agreement attached hereto as Exhibit A (the "Agreement"), and has reached an agreement with the Developer on the matters set forth in the Agreement. The Property (as defined in the agreement) has by ordinance adopted on \_\_\_\_\_ (Ordinance No. \_\_\_\_\_) been annexed into the Town by agreement of 100% of the owners thereof pursuant to Section 5-3-150, Code of Laws of South Carolina, 1976, as amended.

(C) After due investigation, the Town Council has determined that it is in the best interests of the Town to approve the Agreement and authorize its execution and delivery.

(D) The Town Council has made a finding that the development of the Property as proposed in the Concept Plan, as defined in the Agreement, is consistent with the Town's comprehensive plan and land development regulations in effect as of the date hereof.



(E) The Town Council has determined that all conditions precedent to the execution and delivery of the Agreement shall, upon the final reading of this Ordinance (herein, "Ordinance"), have been met. Two public hearings, as required by Section 6-31-50 of the Act, have been duly noted and held.

(F) The Town Council is adopting this Ordinance in order to:

- (1) approve the entry by the Town into the Agreement; and
- (2) authorize the execution and delivery of the Agreement on behalf of the Town.

## ARTICLE II

### THE AGREEMENT

Section 2.1 Authorization of Agreement. The Town Council hereby authorizes the entry by the Town into the Agreement in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 2.2 Execution and Delivery of Agreement. The Town Council authorizes the Mayor of the Town to execute and deliver the Agreement to the Developer. The Town Clerk is authorized to affix, emboss, or otherwise reproduce the seal of the Town to the Agreement and attest the same.

Section 2.3 Effective date. This ordinance shall be effective from and after the date that the Property Owners transfer the above-described property to the Developer through a deed recorded in the Office of the Register of Deeds, York County, South Carolina. If the property is not transferred within ninety (90) days from the date of adoption, this ordinance shall be of no force or effect.

Section 2.4 Severability. If any section, subsection, or clause of this Ordinance shall be deemed to be unconstitutional, or otherwise invalid, the validity of the remaining sections, subsections, and clauses shall not be affected thereby.

**SIGNED AND SEALED** this \_\_\_\_ day of \_\_\_\_\_, 2014, having been duly adopted by the Town Council for the Town of Fort Mill on the \_\_\_\_ day of \_\_\_\_\_, 2014.

First Reading:       October 27, 2014  
Public Hearing #1:   October 27, 2014  
Public Hearing #2:   November 24, 2014  
Public Hearing #3:   December 8, 2014  
Second Reading:     December 8, 2014

TOWN OF FORT MILL

\_\_\_\_\_  
Danny P. Funderburk, Mayor

LEGAL REVIEW

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Barron B. Mack, Jr, Town Attorney

ATTEST

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Dana Powell, Town Clerk

EXHIBIT A TO ORDINANCE

Development Agreement by and between Development Solutions Group LLC  
and the Town of Fort Mill

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF YORK                    )     RESIDENTIAL DEVELOPMENT AGREEMENT

This Development Agreement (“Agreement”) is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2014, by and between Development Solutions Group, LLC., a North Carolina Limited Liability Company ( “Developer”), and the governmental authority of the Town of Fort Mill, South Carolina (“Fort Mill” or “Town”).

WHEREAS, the legislature of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” (the “Act”), as set forth in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, Section 6-31-10(B)(1) of the Act recognizes that “[t]he lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.”; and

WHEREAS, Section 6-31-10(B)(6) of the Act also states that “[d]evelopment agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health, and general welfare of the citizens of our State.”; and,

WHEREAS, the Act further authorizes local governments, including municipal governments, to enter into Development Agreements with developers to accomplish these and other goals as set forth in Section 6-31-10 of the Act; and,

WHEREAS, the Town seeks to protect and preserve the natural environment and to secure for its citizens quality, well planned and designed development and a stable and viable tax base; and

WHEREAS, the Town finds that the program of development for this Property (as hereinafter defined) proposed by Developer over the next **five (5) years**, or as extended as provided herein, is consistent with the Town's comprehensive land use plan and will further the health, safety, welfare and economic wellbeing of the Town and its residents; and

WHEREAS, the development of the Property and the program for its development presents an opportunity for the Town to secure quality planning and growth, protection of the environment, and to strengthen and revitalize the Town's tax base; and

WHEREAS, this Agreement is being made and entered into between Developer and Fort Mill, under the terms of the Act, for the purpose of providing assurances to Developer that it may proceed with its development plan under the terms hereof, consistent with its approved Concept Plan (as hereinafter defined) without encountering future changes in law which would materially affect the Developer's ability to develop the Property under its Concept Plan, and for the purpose of providing important protection to the natural environment and long term financial stability and a viable tax base to the Town.

NOW THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both Fort Mill and Developer by entering this Agreement, and to encourage well planned development by Developer, the receipt and sufficiency of such consideration being hereby acknowledged, Fort Mill and Developer hereby agree as follows:

#### I. INCORPORATION.

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(B) of the Act.

#### II. DEFINITIONS.

As used herein, the following terms mean:

"Act" means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the Code of Laws of South Carolina (1976), as amended; attached hereto as Exhibit A.

“Code of Ordinances” means the Code of Ordinances for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer’s office.

“Concept Plan” means that certain document titled “Sketch Plan – 100 s/f lots” (Exhibit B hereto), incidental to the Town’s zoning of the Property to R-5 Residential (Exhibit C hereto).

“Developer” means Owner and all successors in title or lessees of the Owner who undertake development of the Property or who are transferred Development Rights and Obligations.

“Development Rights and Obligations” means the rights, obligations, benefits and approvals of the Owner or Developer(s) under this Agreement.

“Owner” means Development Solutions Group, LLC, or its successors in title.

“Owners Association” means a legal entity formed by Developer pursuant to South Carolina statutes which is responsible for the enforcement of neighborhood restrictions and covenants, and for the maintenance and upkeep of any common areas and/or community infrastructure developed under this Agreement, but not accepted by the Town for perpetual ownership and maintenance, to include but not be limited to: private roads and alleyways, common areas, neighborhood parks and recreational facilities, and storm water management systems.

“Project” means the residential development project envisioned by the Concept Plan and approved by the Town pursuant to, and in compliance with, the Zoning Ordinance and the Code of Ordinances.

“Property” means that tract of land described on Exhibit D.

“Term” means the duration of this Agreement as set forth in Section III hereof.

“Zoning Ordinance” means the Zoning Ordinance for the Town in effect as of the date hereof, a complete copy of which is on file with the Developer’s office.

### III. TERM.

The term of this Agreement shall commence on the date this Agreement is executed by the Town and Owner, and shall terminate upon completion of development of the Property or five years from the date of execution, whichever event first occurs. It is expected that the Project will take up to 5

years to complete. In order to fully realize the benefits accruing to Town and Developer recited in this Agreement, if the Developer is not in default (after being provided with notice and opportunity to cure as set forth below) of this Agreement at the conclusion of a five year term, the termination date of this Agreement may be extended by written approval of both the Town and Owner for an additional five-year term. The Town and Owner may by written approval extend the term for a total of three successive five-year terms so long as the Developer is not in default at the conclusion of each successive five-year term.

#### IV. DEVELOPMENT OF THE PROPERTY.

The Property shall be developed in accordance with the Zoning Ordinance, the Code of Ordinances, and other applicable land development regulations required by the Town, State, and/or Federal Government, and this Agreement. The Town shall, throughout the Term, maintain or cause to be maintained a procedure for the processing of reviews as contemplated by the Zoning Ordinance and Code of Ordinances. The Town shall review applications for development approval based on the residential development standards adopted as a part of the Zoning Ordinance and Code of Ordinances. Developer will establish, through covenants running with the land, requirements for architectural elements and architectural style for the Project that will be enforced by Developer and Owners Association.

#### V. ASSIGNMENT OF DEVELOPMENT RIGHTS AND OBLIGATIONS.

Owner does, for itself and its successors and assigns, including Developer(s) and notwithstanding the Zoning Ordinance, agree to be bound by the following:

The Owner shall be entitled to assign and delegate the Development Rights and Obligations to a subsequent purchaser of all or any portion of the Property without the consent of the Town, provided that the Owner shall notify the Town, in writing, as and when Development Rights and Obligations are transferred to any other party. Such information shall include the identity and address of the acquiring party, a proper contact person, the location and number of acres of the Property transferred, and the number of residential units and/or commercial acreage, as applicable, subject to the transfer. A Developer transferring Development Rights and Obligations to any other party shall be subject to this requirement of notification, and any entity acquiring Development Rights

and Obligations hereunder shall be required to file with the Town an acknowledgment of this Agreement and a commitment to be bound by it.

The Developer and any Owner agree that the Project will be served by public potable water and sewer, subject to the terms as provided in Article IX, prior to occupancy.

#### VI. DEVELOPMENT SCHEDULE.

The Property shall be developed in accordance with the development schedule, attached as **Exhibit E**. Pursuant to the Act, the failure of the Developer and any Owner to meet the development schedule shall not, in and of itself, constitute a material breach of this Agreement. In such event, the failure to meet the development schedule shall be judged by the totality of circumstances, including but not limited to any change in economic conditions or the Owner's and Developer's good faith efforts made to attain compliance with the development schedule. As further provided in the Act, if the Developer requests a modification of the dates set forth in the development agreement and is able to demonstrate that there is good cause to modify those dates, those dates must be modified by the Town. A major modification of the agreement may occur only after public notice and a public hearing by the Town.

#### VII. USES AND DENSITY.

Development on the property shall be limited to the following:

100, Detached, single family residential dwellings that are materially consistent with the densities shown on the Concept Plan, provided that in no event shall the total number of dwelling units exceed one hundred (100). Dwelling units shall be restricted to the height set forth in the R-5 Residential Zoning category. Owners Association dedications, common amenities and facilities for residents, and other customary associated uses shall also be permitted.

#### VIII. EFFECT OF FUTURE LAWS.

Developer and any Owner shall have vested rights to undertake development of any or all of the Property in accordance with the Code of Ordinances and the Zoning Ordinance, as they may be



modified in the future pursuant to the terms hereof, and this Agreement for the entirety of the Term. Future enactments of, or changes or amendments to the Town ordinances, including the Code of Ordinances or the Zoning Ordinance, which conflict with this Agreement shall apply to the Property only if permitted pursuant to the Act, or agreed to in writing by the parties. The parties specifically acknowledge that building moratoria enacted by the Town during the term of this Agreement shall not apply to the Project except as may be allowed by the Act.

The parties specifically acknowledge that this Agreement shall not prohibit the application of any present or future building, housing, electrical, plumbing, gas or other standard codes, of any tax or fee of general application throughout the Town, including but not limited to impact fees and stormwater utility fees (so long as such development impact fees and stormwater utility fees are applied consistently and in the same manner to all similarly-situated property within the Town limits), or of any law or ordinance of general application throughout the Town found by the Fort Mill Town Council to be necessary to protect the health, safety and welfare of the citizens of Fort Mill. Notwithstanding the above, the Town may apply subsequently enacted laws to the Property only in accordance with the Act.

#### IX. INFRASTRUCTURE AND SERVICES.

Fort Mill and Developer recognize that the majority of the direct costs associated with the development of the Property will be borne by the Developer. Subject to the conditions set forth herein, the parties make specific note of and acknowledge the following:

A. Potable Water. Potable water will be supplied to the Property by the Town. Developer will construct or cause to be constructed at Developer's cost all necessary water service infrastructure to, from, and within the Property per Town specifications which will be maintained by it or the provider. The Developer shall be responsible for maintaining all related water infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all water infrastructure constructed to serve the Project. Developer shall be responsible for paying all water capacity fee/hookup charges

The Property shall be subject to all current and future water connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same

manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future water connection/capacity fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility agreement for cost-sharing of water transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing potable water to its residents in accordance with applicable provisions of laws.

B. Sewage Treatment and Disposal. Sewage treatment and disposal will be provided by the Town. Developer will construct or cause to be constructed at Developer's cost all related infrastructure improvements to, from, and within the Property per Town specifications. The Developer shall be responsible for maintaining all related sewer infrastructure until offered to, and accepted by, the Town for public ownership and maintenance. Upon final inspection and acceptance by the Town, the Developer shall provide an eighteen (18) month warranty period for all sewer infrastructure constructed to serve the Project. Treatment capacity at the Town's municipal wastewater treatment plant will not be reserved until a sewer system construction permit has been issued for the Project by the South Carolina Department of Health and Environmental Control (SCDHEC).

The Property shall be subject to all current and future sewer connection/capacity fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future sewer connection/capacity fees (so long as such development impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits).

Notwithstanding the provisions referenced above, nothing in this agreement shall preclude the Town and Owner/Developer from entering into a separate utility

agreement for cost-sharing of sewer transmission systems when such agreement may be of mutual benefit to both parties. Nothing herein shall be construed as precluding the Town from providing sewage treatment to its residents in accordance with applicable provisions of laws.

C. Private Roads. All roads within the Project shall be public roads. Private alleys may be allowed in limited circumstances, provided such alleys are constructed to Town standards, are approved by the Fort Mill Planning Commission as part of the subdivision plat approval process, and will be owned and maintained by a private Owners Association.

D. Public Roads and Traffic Impact. All public roads within the Project shall be constructed to Fort Mill and South Carolina Department of Transportation (SCDOT) specifications. The exact location, alignment, and name of any public road within the Project shall be subject to review and approval by the Fort Mill Planning Commission as part of the subdivision platting process provided that any such subdivision plats that are materially consistent with the site plan of the Project shown on the Concept Plan (with an increase in density up to 100 units not being a material modification to the Concept Plan) shall be approved. The Developer shall be responsible for maintaining all public roads until such roads are offered to, and accepted by, the Town for public ownership and maintenance. The Town shall not accept such roads for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all public roads within the Project.

Developer recognizes the potential impact on the public roadways resulting from the Project. A traffic impact analysis was performed by the Developer, as required by the Zoning Ordinance, and the Developer shall be responsible for any improvements deemed necessary by the traffic impact analysis. No further traffic impact analysis will be required for individual development applications that are submitted in conformity with the Zoning Ordinance. The Developer may, at the Developer's option, coordinate with adjacent property owners for a joint traffic impact analysis, provided development on both or all properties is expected to commence within twenty-four (24) months from the date of the analysis. **In addition to agreeing to abide by the Traffic Study's recommendations,**

Developer agrees to install a turn lane on Kimbrell Road at the Doby's Bridge Road intersection.

E. Storm Drainage System. All stormwater runoff, drainage, retention and treatment improvements within the Property shall be designed in accordance with the Zoning Ordinance and Chapter 16 of the Code of Ordinances. All stormwater runoff and drainage system structural improvements, including culverts and piped infrastructure, will be constructed by the Developer and dedicated to the Town. The Town shall not accept such drainage system structural improvements for public ownership and maintenance until certificates of occupancy have been issued for at least eighty percent (80%) of all buildable lots. Upon final inspection and acceptance by the Town, the Developer shall provide a one-year warranty period for all drainage system structural improvements within the Project. Retention ponds, ditches and other stormwater retention and treatment areas will be constructed and maintained by the Developer and/or an Owners Association, as appropriate.

F. Solid Waste and Recycling Collection. The Town shall provide solid waste and recycling collection services to the Property on the same basis as is provided to other residents and businesses within the Town.

G. Police Protection. The Town shall provide police protection services to the Property on the same basis as is provided to other residents and businesses within the Town.

H. Fire Services. The Town shall provide fire services to the Property on the same basis as is provided to other residents and businesses within the Town.

I. Emergency Medical Services. Such services to the Property are now provided by York County through a contract with a private provider. The Town shall not be obligated to provide emergency medical services to the Property, absent its election to provide such services on a town-wide basis.

J. School Services. Such services are now provided by the Fort Mill School District (the "School District"). Developer shall be responsible paying all impact fees levied by the School District for each residential unit constructed prior to the issuance of a certificate of occupancy (so long as such impact fees are applied consistently and in the same manner to all similarly-situated property within the Town limits). The Town shall

not be obligated to provide school services to the Property, absent its election to provide such services on a town-wide basis.

K. Private Utility Services. Private utility services, including electric, natural gas, and telecommunication services (including telephone, cable television, and internet/broadband) shall be provided to the site by the appropriate private utility providers based upon designated service areas. All utilities on the property shall be located underground, and shall be placed in locations approved by the Town so as to reduce or eliminate potential conflicts within utility rights-of-way.

L. Streetlights. Developer shall install or cause to be installed streetlights within the Project. To the extent that the Town provides the same benefit to other neighborhoods, the Town shall contribute toward the monthly cost for each streetlight. The remaining monthly cost for each streetlight, if any, shall be borne by the Developer and/or Owners Association.

M. Parks and Open Spaces. As identified in the Concept Plan shown in Exhibit B, certain parcels within the Project will be owned and maintained by the Developer/Owners Association as private parks, amenities and open space. One such open space parcel in particular, is within an area depicted on the Concept Plan at the intersection of Kimbrell Road and Doby's Bridge Road; wherein, there is a note, "Open space grand tree to be preserved". The referenced "grand tree" is of great interest to the Developer to be able to use its best efforts to preserve and protect this tree, both during and after the proposed construction of the property for single family homes. The Developer therefore agrees to secure the services of a professional arborist in order to review and evaluate the current state of health of the tree. The arborist will then develop a report that:

1. Speaks to its professional opinion, regarding the health of the tree in its current undisturbed environment.

2. If the tree is deemed to be of good health, and is likely to continue to live for the foreseeable future; then, the arborist will develop a Tree Protection and Preservation Plan ("The Plan") for the tree and its protected growing area for both pre and post construction.

3. The Plan will set forth best practices method and directive to the Developer, that when agreed to, will serve as the guide and standard of practice for the

Developer to use its best and reasonable efforts to protect and preserve the tree's highest probability to continue to grow and survive in its current environment.

4. Neither the Plan, nor the Developer's best efforts to perform and adhere to its recommendations, is however, an actual or implied guarantee that the tree will survive for any specified length of time. Adherence to The Plan, and the Developer's best efforts to perform accordingly, is the Developer's promise hereunder. The Developer cannot warrant the life or sustainability of the tree over time, and the parties agree that the Developer is not making any such representation or warranty.

N. Civic Space. Any properties designated for "Civic Use" in the Concept Plan shown in Exhibit B shall be retained in civic use in perpetuity.

O. Easements. Owner/Developer shall be responsible for obtaining, at Owner/Developer's cost, all easements, access rights, or other instruments that will enable the Owner/Developer to tie into current or future water and sewer infrastructure on adjacent properties.

P. Developer Contribution. As an additional incentive and benefit to the Town of Fort Mill to enter into this Development Agreement, the Developer (its successors and assigns) agrees to make a contribution to the Town in the amount of Fifty Thousand and No/100ths Dollars (\$50,000.00). This contribution shall be payable at the rate of \$500.00 per home at the time that the Certificate of Occupancy is issued by the Town of Fort Mill for each home to be built within the Property. The Developer warrants that this contribution has been offered to the Town voluntarily, and should the Town adopt development impact fees in the future, as allowed pursuant to the terms of this Agreement (see Section X. Impact Fees), the Developer (or its successors and assigns) shall not seek, and shall not be entitled to, any reduction or waiver in any impact fees due to the Town.

#### X. IMPACT FEES.

The Property shall be subject to all current and future development impact fees imposed by the Town, provided such fees are applied consistently and in the same manner to all similarly-situated property within the Town limits. In particular, the Developer agrees that it shall not seek any exemptions for any portions of the Property from any current or future development impact fees (so long as such development impact fees are applied consistently and in the same manner to

all similarly-situated property within the Town limits) for any reason, including the fact that such portions of the Property may be or have been developed as senior housing (it being understood and agreed that there is no obligation of Owner or any Developer to construct senior housing). For the purpose of this Agreement, the term “development impact fees” shall include, but not be limited to, the meaning ascribed to such term in the South Carolina Development Impact Fee Act, Sections 6-1-910, et seq., of the South Carolina Code of Laws (1976), as amended. The School District is hereby deemed a third-party beneficiary of this Section and may enforce the provisions hereof.

#### XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE.

The Town and Developer recognize that development can have negative as well as positive impacts. Specifically, Fort Mill considers the protection of the natural environment and nearby waters, and the preservation of the character and unique identity of the Town, to be important goals. Developer shares this commitment and therefore agrees to abide by all provisions of federal and state laws and regulations for the handling of storm water.

#### XII. COMPLIANCE REVIEWS.

Developer, or its assigns, shall meet with the Town, or its designee, at least once per year during the Term to review development completed in the prior year and the development anticipated to be commenced or completed in the ensuing year. The Developer must demonstrate good faith compliance with the terms of this Agreement. The Developer, or its designee, shall be required to provide such information as may reasonably be requested, to include but not be limited to, acreage of the Property sold in the prior year, acreage of the Property under contract, the number of certificates of occupancy issued in the prior year and the number anticipated to be issued in the ensuing year, and Development Rights and Obligations transferred in the prior year and anticipated to be transferred in the ensuing year.

#### XIII. DEFAULTS.

The failure of the Developer and any Owner to comply with the terms of this Agreement shall constitute a default, entitling the Town to pursue such remedies as deemed appropriate, including

specific performance and the termination or modification of this Agreement in accordance with the Act; provided however no termination of this Agreement may be declared by the Town absent its according the Developer and any Owner the notice and opportunity to cure in accordance with the Act.

#### XIV. MODIFICATION OF AGREEMENT.

This Agreement may be modified or amended only by the written agreement of the Town and the Developer. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced except as otherwise provided in the Act. The size of the Property may be increased by written approval of the Town.

#### XV. NOTICES.

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other at the address below set forth or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed, and such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile or if by mail on the fifth (5<sup>th</sup>) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, consents, approvals or communications to the Town shall be addressed to the Town at:

Town of Fort Mill  
P.O. Box 159  
Fort Mill, SC 29716  
Attention: Town Manager

And to the Developer at:

Development Solutions Group, LLC



11121 Carmel Commons Blvd, Suite 360  
Charlotte, NC 28226

XVI. GENERAL.

Subsequent Laws. In the event state or federal laws or regulations are enacted after the execution of this Agreement or decisions are issued by a court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law, or court decision, a party designated by the Owner and Developer and the Town shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes and intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the Town may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a court of competent jurisdiction for an appropriate modification or suspension of this Agreement.

Estoppel Certificate. The Town, the Owner or any Developer may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

that this Agreement is in full force and effect,

that this Agreement has not been amended or modified, or if so amended, identifying the amendments,

whether, to the knowledge of such party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default, and

whether, to the knowledge of such party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

Entire Agreement. This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings between the Town and the Developer relative to the Property and its development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

No Partnership or Joint Venture. Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Town, the Owner or any Developer or to render such party liable in any manner for the debts or obligations of another party.

Exhibits. All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

Construction. The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

Assignment. Other than Development Rights and Obligations as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer(s) or the Town are assignable to any other person, firm, corporation or entity.

Binding Effect. The parties hereto agree that this agreement shall be binding upon their respective successors and/or assigns.

Governing Law. This Agreement shall be governed by the laws of the State of South Carolina.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

Eminent Domain. Nothing contained in this Agreement shall limit, impair or restrict the Town's right and power of eminent domain under the laws of the State of South Carolina.

No Third Party Beneficiaries. The provisions of this Agreement may be enforced only by the Town, the Owner and Developers. No other persons shall have any rights hereunder, unless specified in this Agreement.

## XVII. STATEMENT OF REQUIRED PROVISIONS.

Specific Statements. Section 6-31-60(A) of the Act requires that a development agreement include specific mandatory provisions. Certain of these items are addressed elsewhere in this Agreement. The following listing of required provisions supplements those previously provided and completes the mandatory provisions:

Legal Owners of Property. The present legal owners of the Property are set forth in Exhibit hereto.

Development Uses Permitted on the Property. The Property shall be permitted for development and sale of single family residences; Owners Association dedications, common amenities and facilities for its residents, and other customary associated uses. Development to consist of no more than 100, single family detached homes. The exterior of the homes will also feature brick, stone, Fiber Cement siding. No vinyl siding to be allowed.

Reservation or Dedication of Land for Public Purpose. N/A

Description of Local Development Permits Needed. The development shall be pursuant to the Zoning Ordinance and Code of Ordinances. Necessary permits include, but may not be limited to, the following: building permits, zoning compliance permits, sign permits (permanent and temporary), temporary use permits, accessory use permits, driveway/encroachment/curb cut permits, clearing/grading permits, and land disturbance permits. Pursuant to Chapter 32 of the Code of Ordinances, approval from the Fort Mill Planning Commission shall be required for all sketch plans, preliminary plats, and final plats, unless such plan or plat meets the requirements for administrative review and approval. Notwithstanding the foregoing, the Town acknowledges that Planning Commission and/or administrative approval of plats will be given if any such plats are materially consistent with the site plan of the Project shown on the Concept Plan (with an increase in density up to 100 units not being a material modification to the Concept Plan). It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction does not relieve the Developer of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

[Signature Pages Follow]





## EXHIBIT A

South Carolina Local Government Development Agreement Act  
as Codified in Sections 6-31-10 through 6-31-160  
of the Code of Laws of South Carolina (1976), as amended

## **Title 6 - Local Government - Provisions Applicable to Special Purpose Districts and Other Political Subdivisions**

### **CHAPTER 31.**

#### **SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT**

**SECTION 6-31-10.** Short title; legislative findings and intent; authorization for development agreements; provisions are supplemental to those extant.

(A) This chapter may be cited as the "South Carolina Local Government Development Agreement Act".

(B)(1) The General Assembly finds: The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.

(2) Assurance to a developer that upon receipt of its development permits it may proceed in accordance with existing laws and policies, subject to the conditions of a development agreement, strengthens the public planning process, encourages sound capital improvement planning and financing, assists in assuring there are adequate capital facilities for the development, encourages private participation in comprehensive planning, reduces the economic costs of development, allows for the orderly planning of public facilities and services, and allows for the equitable allocation of the cost of public services.

(3) Because the development approval process involves the expenditure of considerable sums of money, predictability encourages the maximum efficient utilization of resources at the least economic cost to the public.

(4) Public benefits derived from development agreements may include, but are not limited to, affordable housing, design standards, and on and off-site infrastructure and other improvements. These public benefits may be negotiated in return for the vesting of development rights for a specific period.

(5) Land planning and development involve review and action by multiple governmental agencies. The use of development agreements may facilitate the cooperation and coordination of the requirements and needs of the various governmental agencies having jurisdiction over land development.

(6) Development agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the development agreement or in any way hinder, restrict, or prevent the development of the project. Development agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public

safety, health, and general welfare of the citizens of our State.

(C) It is the intent of the General Assembly to encourage a stronger commitment to comprehensive and capital facilities planning, ensure the provision of adequate public facilities for development, encourage the efficient use of resources, and reduce the economic cost of development.

(D) This intent is effected by authorizing the appropriate local governments and agencies to enter into development agreements with developers, subject to the procedures and requirements of this chapter.

(E) This chapter must be regarded as supplemental and additional to the powers conferred upon local governments and other government agencies by other laws and must not be regarded as in derogation of any powers existing on the effective date of this chapter.

HISTORY: 1993 Act No. 150, Section 1.

#### **SECTION 6-31-20. Definitions.**

As used in this chapter:

(1) "Comprehensive plan" means the master plan adopted pursuant to Sections 6-7-510, et seq., 5-23-490, et seq., or 4-27-600 and the official map adopted pursuant to Section 6-7-1210, et seq.

(2) "Developer" means a person, including a governmental agency or redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, who intends to undertake any development and who has a legal or equitable interest in the property to be developed.

(3) "Development" means the planning for or carrying out of a building activity or mining operation, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels. "Development", as designated in a law or development permit, includes the planning for and all other activity customarily associated with it unless otherwise specified. When appropriate to the context, "development" refers to the planning for or the act of developing or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item.

(4) "Development permit" includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, or any other official action of local government having the effect of permitting the development of property.

(5) "Governing body" means the county council of a county, the city council of a municipality, the governing body of a consolidated political subdivision, or any other chief governing body of a unit of local government, however designated.



(6) "Land development regulations" means ordinances and regulations enacted by the appropriate governing body for the regulation of any aspect of development and includes a local government zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the development of property.

(7) "Laws" means all ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules adopted by a local government affecting the development of property and includes laws governing permitted uses of the property, governing density, and governing design, improvement, and construction standards and specifications, except as provided in Section 6-31-140 (A).

(8) "Property" means all real property subject to land use regulation by a local government and includes the earth, water, and air, above, below, or on the surface, and includes any improvements or structures customarily regarded as a part of real property.

(9) "Local government" means any county, municipality, special district, or governmental entity of the State, county, municipality, or region established pursuant to law which exercises regulatory authority over, and grants development permits for land development or which provides public facilities.

(10) "Local planning commission" means any planning commission established pursuant to Sections 4-27-510, 5-23-410, or 6-7-320.

(11) "Person" means an individual, corporation, business or land trust, estate, trust, partnership, association, two or more persons having a joint or common interest, state agency, or any legal entity.

(12) "Public facilities" means major capital improvements, including, but not limited to, transportation, sanitary sewer, solid waste, drainage, potable water, educational, parks and recreational, and health systems and facilities.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 3.

**SECTION 6-31-30.** Local governments authorized to enter into development agreements; approval of county or municipal governing body required.

A local government may establish procedures and requirements, as provided in this chapter, to consider and enter into development agreements with developers. A development agreement must be approved by the governing body of a county or municipality by the adoption of an ordinance.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-40.** Developed property must contain certain number of acres of highland; permissible durations of agreements for differing amounts of highland content.

A local government may enter into a development agreement with a developer for the development of property as provided in this chapter provided the property contains twenty-five acres or more of highland. Development agreements involving property containing no more than two hundred fifty acres of highland shall be for a term not to exceed five years. Development agreements involving property containing one thousand acres or less of highland but more than two hundred fifty acres of highland shall be for a term not to exceed ten years. Development agreements involving property containing two thousand acres or less of highland but more than one thousand acres of highland shall be for a term not to exceed twenty years. Development agreements involving property containing more than two thousand acres and development agreements with a developer which is a redevelopment authority created pursuant to the provisions of the Military Facilities Redevelopment Law, regardless of the number of acres of property involved, may be for such term as the local government and the developer shall elect.

HISTORY: 1993 Act No. 150, Section 1; 1994 Act No. 462, Section 4.

**SECTION 6-31-50.** Public hearings; notice and publication.

(A) Before entering into a development agreement, a local government shall conduct at least two public hearings. At the option of the governing body, the public hearing may be held by the local planning commission.

(B)(1) Notice of intent to consider a development agreement must be advertised in a newspaper of general circulation in the county where the local government is located. If more than one hearing is to be held, the day, time, and place at which the second public hearing will be held must be announced at the first public hearing.

(2) The notice must specify the location of the property subject to the development agreement, the development uses proposed on the property, and must specify a place where a copy of the proposed development agreement can be obtained.

(C) In the event that the development agreement provides that the local government shall provide certain public facilities, the development agreement shall provide that the delivery date of such public facilities will be tied to defined completion percentages or other defined performance standards to be met by the developer.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-60.** What development agreement must provide; what it may provide; major modification requires public notice and hearing.

(A) A development agreement must include:

(1) a legal description of the property subject to the agreement and the names of its legal and equitable property owners;

(2) the duration of the agreement. However, the parties are not precluded from extending the termination date by mutual agreement or from entering into subsequent development agreements;

(3) the development uses permitted on the property, including population densities and building intensities and height;

(4) a description of public facilities that will service the development, including who provides the facilities, the date any new public facilities, if needed, will be constructed, and a schedule to assure public facilities are available concurrent with the impacts of the development;

(5) a description, where appropriate, of any reservation or dedication of land for public purposes and any provisions to protect environmentally sensitive property as may be required or permitted pursuant to laws in effect at the time of entering into the development agreement;

(6) a description of all local development permits approved or needed to be approved for the development of the property together with a statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction does not relieve the developer of the necessity of complying with the law governing the permitting requirements, conditions, terms, or restrictions;

(7) a finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

(8) a description of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

(9) a description, where appropriate, of any provisions for the preservation and restoration of historic structures.

(B) A development agreement may provide that the entire development or any phase of it be commenced or completed within a specified period of time. The development agreement must provide a development schedule including commencement dates and interim completion dates at no greater than five year intervals; provided, however, the failure to meet a commencement or completion date shall not, in and of itself, constitute a material breach of the development agreement pursuant to Section 6-31-90, but must be judged based upon the totality of the circumstances. The development agreement may include other defined performance standards to be met by the developer. If the developer requests a modification in the dates as set forth in the agreement and is able to demonstrate and establish that there is good cause to modify those dates, those dates must be modified by the local government. A major modification of the agreement may occur only after public notice and a public hearing by the local government.

(C) If more than one local government is made party to an agreement, the agreement must specify which local government is responsible for the overall administration of the development agreement.

(D) The development agreement also may cover any other matter not inconsistent with this chapter not prohibited by law.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-70.** Agreement and development must be consistent with local government comprehensive plan and land development regulations.

A development agreement and authorized development must be consistent with the local government's comprehensive plan and land development regulations.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-80.** Law in effect at time of agreement governs development; exceptions.

(A) Subject to the provisions of Section 6-31-140 and unless otherwise provided by the development agreement, the laws applicable to development of the property subject to a development agreement, are those in force at the time of execution of the agreement.

(B) Subject to the provisions of Section 6-31-140, a local government may apply subsequently adopted laws to a development that is subject to a development agreement only if the local government has held a public hearing and determined:

(1) the laws are not in conflict with the laws governing the development agreement and do not prevent the development set forth in the development agreement;

(2) they are essential to the public health, safety, or welfare and the laws expressly state that they apply to a development that is subject to a development agreement;

(3) the laws are specifically anticipated and provided for in the development agreement;

(4) the local government demonstrates that substantial changes have occurred in pertinent conditions existing at the time of approval of the development agreement which changes, if not addressed by the local government, would pose a serious threat to the public health, safety, or welfare; or

(5) the development agreement is based on substantially and materially inaccurate information supplied by the developer.

(C) This section does not abrogate any rights preserved by Section 6-31-140 herein or that may vest pursuant to common law or otherwise in the absence of a development agreement.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-90.** Periodic review to assess compliance with agreement; material breach by developer; notice of breach; cure of breach or modification or termination of agreement.

(A) Procedures established pursuant to Section 6-31-40 must include a provision for requiring periodic review by the zoning administrator, or, if the local government has no zoning administrator, by an appropriate officer of the local government, at least every twelve months, at which time the developer must be required to demonstrate good faith compliance with the terms of the development agreement.

(B) If, as a result of a periodic review, the local government finds and determines that the developer has committed a material breach of the terms or conditions of the agreement, the local government shall serve notice in writing, within a reasonable time after the periodic review, upon the developer setting forth with reasonable particularity the nature of the breach and the evidence supporting the finding and determination, and providing the developer a reasonable time in which to cure the material breach.

(C) If the developer fails to cure the material breach within the time given, then the local government unilaterally may terminate or modify the development agreement; provided, that the local government has first given the developer the opportunity:

(1) to rebut the finding and determination; or

(2) to consent to amend the development agreement to meet the concerns of the local government with respect to the findings and determinations.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-100.** Amendment or cancellation of development agreement by mutual consent of parties or successors in interest.

A development agreement may be amended or canceled by mutual consent of the parties to the agreement or by their successors in interest.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-110.** Validity and duration of agreement entered into prior to incorporation or annexation of affected area; subsequent modification or suspension by municipality.

(A) Except as otherwise provided in Section 6-31-130 and subject to the provisions of Section 6-31-140, if a newly-incorporated municipality or newly-annexed area comprises territory that was formerly unincorporated, any development agreement entered into by a local government before the effective date of the incorporation or annexation remains valid for the duration of the agreement, or eight years from the effective date of the incorporation or annexation, whichever is earlier. The parties to the development agreement and the municipality may agree that the development agreement remains valid for more than eight years; provided, that the longer period may not exceed fifteen years from the effective date of the incorporation or annexation. The parties to the development agreement and the municipality have the same rights and obligations with respect to each other regarding matters addressed in the development agreement as if the

property had remained in the unincorporated territory of the county.

(B) After incorporation or annexation the municipality may modify or suspend the provisions of the development agreement if the municipality determines that the failure of the municipality to do so would place the residents of the territory subject to the development agreement, or the residents of the municipality, or both, in a condition dangerous to their health or safety, or both.

(C) This section applies to any development agreement which meets all of the following:

(1) the application for the development agreement is submitted to the local government operating within the unincorporated territory before the date that the first signature was affixed to the petition for incorporation or annexation or the adoption of an annexation resolution pursuant to Chapter 1 or 3 of Title 5; and

(2) the local government operating within the unincorporated territory enters into the development agreement with the developer before the date of the election on the question of incorporation or annexation, or, in the case of an annexation without an election before the date that the municipality orders the annexation.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-120.** Developer to record agreement within fourteen days; burdens and benefits inure to successors in interest.

Within fourteen days after a local government enters into a development agreement, the developer shall record the agreement with the register of mesne conveyance or clerk of court in the county where the property is located. The burdens of the development agreement are binding upon, and the benefits of the agreement shall inure to, all successors in interest to the parties to the agreement.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-130.** Agreement to be modified or suspended to comply with later-enacted state or federal laws or regulations.

In the event state or federal laws or regulations, enacted after a development agreement has been entered into, prevent or preclude compliance with one or more provisions of the development agreement, the provisions of the agreement must be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-140.** Rights, duties, and privileges of gas and electricity suppliers, and of municipalities with respect to providing same, not affected; no extraterritorial powers.

(A) The provisions of this act are not intended nor may they be construed in any way to alter or

amend in any way the rights, duties, and privileges of suppliers of electricity or natural gas or of municipalities with reference to the provision of electricity or gas service, including, but not limited to, the generation, transmission, distribution, or provision of electricity at wholesale, retail or in any other capacity.

(B) This chapter is not intended to grant to local governments or agencies any authority over property lying beyond their corporate limits.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-145.** Applicability to local government of constitutional and statutory procedures for approval of debt.

In the event that any of the obligations of the local government in the development agreement constitute debt, the local government shall comply at the time of the obligation to incur such debt becomes enforceable against the local government with any applicable constitutional and statutory procedures for the approval of this debt.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-150.** Invalidity of all or part of Section 6-31-140 invalidates chapter.

If Section 6-31-140 or any provision therein or the application of any provision therein is held invalid, the invalidity applies to this chapter in its entirety, to any and all provisions of the chapter, and the application of this chapter or any provision of this chapter, and to this end the provisions of Section 6-31-140 of this chapter are not severable.

HISTORY: 1993 Act No. 150, Section 1.

**SECTION 6-31-160.** Agreement may not contravene or supersede building, housing, electrical, plumbing, or gas code; compliance with such code if subsequently enacted.

Notwithstanding any other provision of law, a development agreement adopted pursuant to this chapter must comply with any building, housing, electrical, plumbing, and gas codes subsequently adopted by the governing body of a municipality or county as authorized by Chapter 9 of Title 6. Such development agreement may not include provisions which supersede or contravene the requirements of any building, housing, electrical, plumbing, and gas codes adopted by the governing body of a municipality or county.

HISTORY: 1993 Act No. 150, Section 1.

## EXHIBIT B

### Concept Plan





## EXHIBIT C

R-5 Zoning District

## **Sec. 23. – R-5 Residential district.**

1. *Purpose of district:* It is the intent of this section that the R-5 residential zoning district be developed and reserved for medium density single-family residential purposes. The regulations which apply within this district are designed to encourage the formation and continuance of a stable and healthy residential environment, while allowing for flexibility in design standards, a variety in housing options, and enhanced protection for natural and environmental resources.
2. *Permitted uses:* The following uses shall be permitted in the R-5 zoning district:
  - a. Single-family detached residential dwellings
  - b. Publicly owned building, facility, or land;
  - c. Private uses which are customarily associated with residential development, including:
    1. Clubhouses and activity centers
    2. Pools and poolhouses
    3. Off-street parking facilities
    4. Other amenities related to recreation and/or resident activities
  - d. Accessory use in compliance with the provisions of article I, section 7, subsection G;
  - e. Customary home occupations established under the regulations in article I, section 7, subsection F;
  - f. Religious institutions.
3. *Conditional uses:* The following uses shall be permitted in any R-5 zoning district on a conditional basis:
  - a. Public utility substation or subinstallation, including water towers; provided that:
    1. Such use is enclosed by a fence or wall at least six feet in height above finish grade, or by some other screening material deemed appropriate as part of the appearance review process.
    2. There is neither office nor commercial operation nor storage of vehicles or equipment on the premises, and

3. A landscaped strip not less than ten feet in width is planted and suitably maintained around the facility;
  - b. Temporary use in compliance with the provisions of article VI, section 4;
  - c. Daycare facilities or pre-school nursery, provided that any such facility must be licensed or registered by the appropriate state agency.
4. *Other requirements:* Unless otherwise specified elsewhere in this ordinance, uses permitted in R-5 districts shall be required to conform to the following standards:
- a. Maximum density for new residential subdivisions:
    1. The maximum gross residential density for new residential subdivisions within the R-5 district shall be three (3) dwelling units per acre.
    2. Notwithstanding the preceding paragraph, the town council may authorize a maximum gross residential density of up to five (5) dwelling units per acre by entering into a development agreement with an applicant, based upon terms that are mutually agreeable to both the town and the applicant, consistent with Section 6-31-10 et seq of the South Carolina Code of Laws, 1976, as amended.
    3. For the purpose of this section, “gross residential density” shall be defined as the total number of residential units divided by the total acreage of land within the development.
  - b. Minimum lot area: 5,000 square feet; provided, however, that the minimum lot area may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.
  - c. Minimum lot width, measured at the building line: 50 feet; provided, however, that the minimum lot width may be reduced up to 20% for any single-family detached residential lot with rear alley loaded access.
  - d. Minimum front yard depth, measured from the nearest street right-of-way line:
    1. For single-family residential dwellings, the minimum front yard setback shall be 10 feet.

2. For all other permitted uses within the R-5 district, the minimum front yard setback shall be 20 feet.
  3. Awnings, steps, porches, balconies and eaves may encroach up to 5' into the required front yard setback area, where provided.
  4. For exceptions to this requirement, See article I, section 7, subsection E.
  5. Line of sight guidelines shall apply for all corner lots and may result in a larger front yard setback.
- e. Minimum side yard:
1. For single-family residential dwellings, the minimum side yard setback shall be 5 feet.
  2. For all other permitted uses within the R-5 district, the minimum side yard setback shall be 10 feet.
  3. For side yard requirements pertaining to corner lots, see article I, section 7, subsection C.
  4. Awnings, steps, eaves, concrete or paver patios, and HVAC equipment may encroach up to 50% into the required side yard setback area.
  5. Line of sight guidelines shall apply for all corner lots and may result in a larger side yard setback.
  6. The minimum side yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.
- f. Minimum rear yard:
1. For single-family residential dwellings, the minimum rear yard setback shall be 15 feet.
  2. For all other permitted uses within the R-5 district, the minimum rear yard setback shall be 20 feet.
  3. For rear yard requirements pertaining to dual frontage lots, see article I, section 7, subsection D. For the purpose of this section, a private alley shall not be considered a road frontage.

4. Awnings, steps, eaves, concrete or paver patios, porches, balconies and HVAC equipment may encroach up to 5' into the required rear yard setback area.
  5. The minimum rear yard setback for all accessory uses within the R-5 zoning district shall be 5 feet.
  6. Line of sight guidelines shall apply for all corner lots and may result in a larger rear yard setback.
- g. Maximum building height:
1. The maximum building height for all structures within the R-5 zoning district shall be 35 feet.
  2. For exceptions to height regulations, see article I, section 7, subsection L.
- h. Dedicated open space requirements:
1. For all new developments within the R-5 district, a minimum of 20% of the gross land area of the project shall be set aside as dedicated open space.
  2. For all new developments that include rear alley loaded access on at least 75% of all residential units, the open space requirement may be reduced by 25%.
  3. Dedicated open space shall be provided in accordance with Section 19(4)(H), paragraphs 2-11, of the zoning ordinance.
- i. Buffer requirements:
1. For all new developments within the R-5 district, a landscaped buffer at least 35' in width shall be required along all project edges abutting existing residential development, excluding road frontage, and shall be measured perpendicular to the property lines that define the project area. This buffer shall be a natural, undisturbed wooded area where possible, and shall count towards the open space requirement. Where an existing natural, undisturbed wooded area does not exist, a planted buffer shall be required. Planted buffers shall contain a minimum of 9 evergreen trees and 20 evergreen shrubs for each 100 linear feet of buffer area.
  2. The required width of any project boundary buffer may be reduced by 25%, provided a minimum six-foot opaque wall is constructed along the project boundary.

j. Sidewalk requirements:

1. Notwithstanding other provisions of the zoning ordinance or the Code of Ordinances for the Town of Fort Mill, all new developments within the R-5 district shall include sidewalks at least five (5) feet in width along both sides of any new or existing road frontage (excluding alleys). All sidewalks shall be constructed to comply with the standards of the town, South Carolina Department of Transportation (SCDOT), and the Americans with Disabilities Act (ADA).
2. New sidewalks shall be constructed in locations that will promote connectivity with existing sidewalk infrastructure. Where no adjacent sidewalk infrastructure exists, new sidewalks shall be stubbed out to locations identified by the zoning administrator in order to allow for connectivity with future development. These requirements may be waived administratively by the zoning administrator if circumstances exist that make such connections impractical.

k. Traffic improvements.

1. A traffic impact analysis (TIA) shall be required for any new development that includes more than one hundred (100) residential units, or for any new development that is expected to generate an average of more than five hundred (500) vehicle trips per weekday. Any traffic improvements recommended by the TIA shall be installed at the developer's cost.
  2. Notwithstanding the previous paragraph, the developer shall meet with the zoning administrator and, if warranted, representatives from the SCDOT, prior to project approval for the purpose of reviewing proposed ingress/egress locations and traffic impact. Any traffic improvements recommended by the town and/or SCDOT shall be installed at the developer's cost.
- l. Additional requirements: Uses permitted in R-5 zoning districts shall meet all standards set forth in article I, section 7, subsection I, pertaining to off-street parking, loading, and other requirements.
- m. Signs: Signs permitted in the R-5 zoning district, including the conditions under which they may be located, are set forth in article III.

## EXHIBIT D

### Property Description

Being all that part and parcels contained within the following York County Tax Map Numbers: 736-00-00-080; 736-00-00-081; and 736-00-00-144; such parcels containing approximately 28.6 acres, located at the intersection of North Doby's Bridge Road and Kimbrell Road, York County, South Carolina.

## EXHIBIT E

### Development Schedule

Beginning upon the date of recording of this Agreement in the records of the Clerk of Court in York County, South Carolina; the Property will presume to be developed in accord with the terms hereof as follows:

YEARS 1-2:	Clearing, grading and development of all infrastructure.
YEAR 3:	Develop 24 homes
YEAR 4:	Develop 36 homes
YEAR 5:	Develop 40 homes



## EXHIBIT F

Description of Land Dedicated for Public Purposes

N/A

## EXHIBIT G

### Legal Owners of Property

Del L. Bradshaw, as Trustee of Trust A under the Last Will and Testament of W. Calvin Kimbrell, Jr., deceased, dated January 14, 2011.

Del L. Bradshaw, as Trustee of the Children's Trust established for benefit of Margaret A. Kimbrell, under the Last Will and Testament of W. Calvin Kimbrell, Jr., deceased, dated January 14, 2011, its heirs and assigns or their successor or successors in trust.

Del L. Bradshaw, as Trustee of the Children's Trust established for benefit of William C. Kimbrell, III, under the Last Will and Testament of W. Calvin Kimbrell, Jr., deceased, dated January 14, 2011, its heirs and assigns or their successor or successors in trust.

Del L. Bradshaw, as Trustee of the Children's Trust established for benefit of Katherine E. Kimbrell, under the Last Will and Testament of W. Calvin Kimbrell, Jr., deceased, dated January 14, 2011, its heirs and assigns or their successor or successors in trust.

### **WOODWARD ASSOCIATES, LLC**

Name: Woodward Family Trust

**Gary Bettin, Trustee**

The Property is currently a Contract for Purchase between the above owners and the Development Solutions Group (successors and assigns). The Development Solutions Group expects to take ownership of the Property on or before the date of the proposed annexation, and is therefore entering into this Agreement. The above owners are, however, in agreement with the terms hereof, and will execute the Agreement accordingly in the event the Development Solutions Group is not the property owner on or before the effective date of this Agreement.

**Planning Commission Meeting  
November 25, 2014  
Item for Information / Discussion**

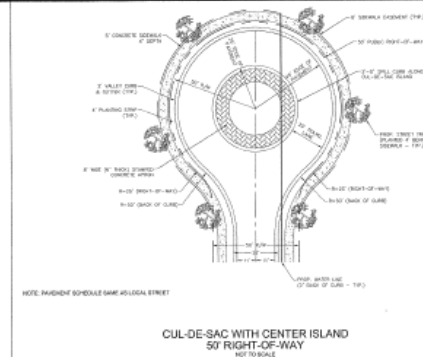
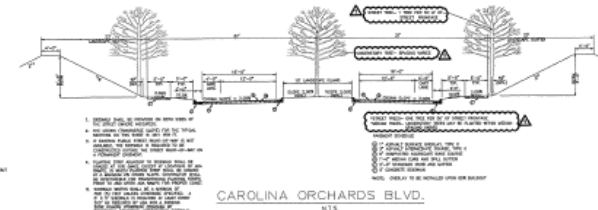
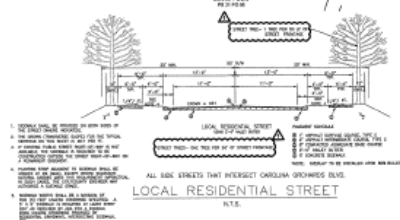
**Mixed Use (MXU) Subdivision Updates**

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During the meeting on November 25, 2014, staff from the Planning Department will provide updates on the following Mixed Use (MXU) projects

- Carolina Orchards (Preliminary Plat)
- Kingsley: Tracts A-1/A-2, B and C (Final Plat) & Road A (Preliminary Plat)
- Waterside at the Catawba: Phase 1, Maps 1, 2 and 3 (Final Plat)

**LOCATED IN  
FORT MILL, SOUTH CAROLINA**

50' RIGHT-OF-WAY  
NOT TO SCALE

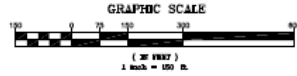
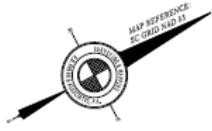
COVER

# KINGSLEY, MAP 1

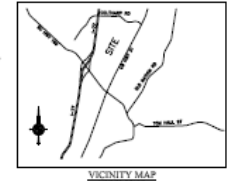
S.C. HWY 160 & I-77  
TOWN OF FORT MILL, YORK COUNTY, S.C.  
DEED REFERENCE: 2635-46  
MAP REFERENCE: D231-5; B103-89; & B79-1  
TAX PARCEL NO: 0200901022; 0200901023;  
& 0200901037

TOTAL AREA  
2,090,361 sq. ft.  
47.9801 acres

INTERSTATE HIGHWAY 77  
(300' PUBLIC R/W)



PRELIMINARY PLAT  
NOT FOR RECORDATION  
CONVEYANCE OR SALE



SOPS MONUMENT "CAROLINIDS"  
SC GRID NAD83 (2007)  
N 1.191,293.09 FT  
E 2,018,521.12 FT  
CIP 1.00008327

1/4" MN  
SC GRID NAD83 (2007)  
N 1,164,834.87 FT  
E 2,011,808.85 FT

TRACT C  
PORTION OF  
TAX PARCELS 0200901022  
AND PORTION OF  
TAX PARCEL 0200901023  
D.B. 2635, PG. 46  
M.B. B103, PG. 89  
M.B. D231, PG. 5  
CLEAR SPRINGS - KINGSLEY, LLC  
874,539 sq. ft.  
20.0797 acres

A PORTION OF THE PARCEL, CONVEYED  
CLEAR SPRINGS - KINGSLEY, LLC  
D.B. 2635, PG. 46  
M.B. B103, PG. 89

TRACT A  
PORTION OF  
TAX PARCELS 0200901022  
AND PORTION OF  
TAX PARCEL 0200901037  
D.B. 2635, PG. 46  
M.B. B103, PG. 89  
M.B. B-79, PG. 1  
CLEAR SPRINGS - KINGSLEY, LLC  
709,824 sq. ft.  
16.2953 acres

TRACT B  
PORTION OF  
TAX PARCELS 0200901022  
AND PORTION OF  
TAX PARCEL 0200901037  
D.B. 2635, PG. 46  
M.B. B103, PG. 89  
M.B. B-79, PG. 1  
CLEAR SPRINGS - KINGSLEY, LLC  
500,998 sq. ft.  
11.6181 acres

## NOTES

1. ALL CONVEYANCES ARE TO BE MADE UNDER CURRENTLY EXISTING DEEDS.
2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPLICABLE BASED ON INFORMATION PROVIDED BY UTILITY OR BY FIELD LOCATIONS. UTILITY LOCATIONS AT THE PROPERTY ARE NOT GUARANTEED BY THE ENGINEER. ONLY ACTUAL LOCATIONS ARE IN DEPTH OF WORK ARE TO BE REVEALED BY THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
3. THIS PLAT WAS PREPARED WITHOUT RESPECT OF A TITLE COMMITMENT. ANY AND ALL CLAIMS AND DEFENSES ARE NOT TO BE ASSERTED BY ANY PARTY IN ANY ACTION BRINGING THIS PLAT INTO QUESTION.
4. THE CITY OF FORT MILL, SOUTH CAROLINA, HAS REVIEWED THIS PLAT AND HAS NOT GUARANTEED THE ACCURACY OF THE INFORMATION HEREON. ANY AND ALL CLAIMS AND DEFENSES ARE NOT TO BE ASSERTED BY ANY PARTY IN ANY ACTION BRINGING THIS PLAT INTO QUESTION.
5. ALL DISTANCES AND MEASUREMENTS ARE TO BE MADE UNDER CURRENTLY EXISTING DEEDS.

CHAIN	BEARING	PLAT	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	N 104° 10' 00" E	104.10	104.10	N 104° 10' 00" E	104.10
C2	S 89° 59' 59" W	89.59	89.59	S 89° 59' 59" W	89.59
C3	S 89° 59' 59" W	89.59	89.59	S 89° 59' 59" W	89.59
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LINE	BEARING	LENGTH
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L27	S 89° 59' 59" W	89.59
L28	S 89° 59' 59" W	89.59
L29	S 89° 59' 59" W	89.59
L30	S 89° 59' 59" W	89.59
L31	S 89° 59' 59" W	89.59
L32	S 89° 59' 59" W	89.59
L33	S 89° 59' 59" W	89.59
L34	S 89° 59' 59" W	89.59
L35	S 89° 59' 59" W	89.59
L36	S 89° 59' 59" W	89.59
L37	S 89° 59' 59" W	89.59
L38	S 89° 59' 59" W	89.59
L39	S 89° 59' 59" W	89.59
L40	S 89° 59' 59" W	89.59
L41	S 89° 59' 59" W	89.59
L42	S 89° 59' 59" W	89.59
L43	S 89° 59' 59" W	89.59
L44	S 89° 59' 59" W	89.59
L45	S 89° 59' 59" W	89.59
L46	S 89° 59' 59" W	89.59
L47	S 89° 59' 59" W	89.59
L48	S 89° 59' 59" W	89.59
L49	S 89° 59' 59" W	89.59
L50	S 89° 59' 59" W	89.59
L51	S 89° 59' 59" W	89.59
L52	S 89° 59' 59" W	89.59
L53	S 89° 59' 59" W	89.59
L54	S 89° 59' 59" W	89.59
L55	S 89° 59' 59" W	89.59
L56	S 89° 59' 59" W	89.59
L57	S 89° 59' 59" W	89.59
L58	S 89° 59' 59" W	89.59
L59	S 89° 59' 59" W	89.59
L60	S 89° 59' 59" W	89.59
L61	S 89° 59' 59" W	89.59
L62	S 89° 59' 59" W	89.59
L63	S 89° 59' 59" W	89.59
L64	S 89° 59' 59" W	89.59
L65	S 89° 59' 59" W	89.59
L66	S 89° 59' 59" W	89.59
L67	S 89° 59' 59" W	89.59
L68	S 89° 59' 59" W	89.59
L69	S 89° 59' 59" W	89.

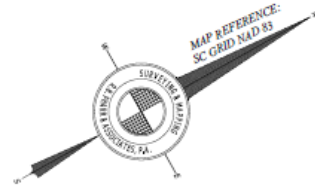
# TRACT A, KINGSLEY MAP 1 SUBDIVISION

S.C. HWY 160 & I-77  
TOWN OF FORT MILL, YORK COUNTY, S.C.  
DEED REFERENCE: 2635-46  
MAP REFERENCE: E279-3  
TAX PARCEL NO: 0200901042

**TOTAL AREA**  
709,825 sq. ft.  
16.2954 acres

## INTERSTATE HIGHWAY 77

(300' PUBLIC R/W)



**VICINITY MAP**  
NOT TO SCALE

### NOTES:

1. ALL CORNERS ARE 1/2 IRON RODS UNLESS OTHERWISE SHOWN.
2. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREIN ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
3. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. R.B. PHARR & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREIN.
4. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREIN IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.
5. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

LINE	BEARING	DISTANCE
LT	S63°35'57"E	9.82'
LD	N31°48'00"E	22.58'

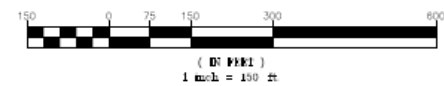
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	290.50'	89.72'	89.39'	S29°13'30"E
C2	769.50'	47.18'	47.18'	S87°13'50"E
C3	469.50'	168.04'	167.15'	S67°45'40"W
C4	611.50'	195.03'	194.20'	S68°52'50"W
C5	235.00'	85.10'	84.47'	N74°59'23"W
C6	330.50'	104.29'	103.86'	N33°42'30"E
C7	430.50'	192.35'	190.75'	N11°52'10"E
C8	219.50'	247.94'	234.97'	N31°25'48"E
C9	280.50'	156.61'	154.59'	N47°47'43"E
C10	11.50'	16.40'	15.05'	N72°39'54"E

### FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED 10/10/10.

MAP NUMBER: MAP NUMBER 4509100214E, ZONE "X"

### GRAPHIC SCALE



REV	BY	DATE
1	TLM	

**R.B. PHARR & ASSOCIATES, P.A.**  
SURVEYING & MAPPING

480 HATHORNE LANE, SUITE 100, FORT MILL, SC 29504 TEL: (704) 376-0286  
SCALE: 1" = 150' DATE: 11/19/2014 FILE NO. XX-082363

### LEGEND:

- CP - CALCULATED POINT
- D.B. - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- EN - EXISTING NAIL
- (M) - MEASURED
- M.S. - MAP BOOK
- NCM - NEW CONCRETE MONUMENT
- N.G.S. - NATIONAL GEODETIC SURVEY
- NR - NEW IRON ROD - 1/2"
- NN - NEW NAIL
- (P) - PLATTED
- PN - PARCEL IDENTIFICATION NUMBER
- PG - PAGE
- (R) - RECORDED
- R/W - RIGHT-OF-WAY
- (T) - TOTAL
- PROPERTY LINE
- PROPERTY LINE (NOT SURVEYED)
- RIGHT-OF-WAY
- RIGHT-OF-WAY (NOT SURVEYED)
- EASEMENT
- SETBACK

A PORTION OF TAX PARCEL 0200901022  
(CLEAR SPRINGS - KINGSLEY, LLC)  
D.B. 2635, PG. 46  
M.S. 9703, PG. 89

**TRACT A-1**  
A PORTION OF  
TAX PARCEL 0200901042  
D.B. 2635, PG. 46  
A PORTION OF TRACT A OF  
KINGSLEY, MAP 1  
M.B. E279, PG. 3  
CLEAR SPRINGS - KINGSLEY, LLC  
568,905 SQ. FT.  
13.0603 ACRES

**TRACT A-2**  
A PORTION OF  
TAX PARCEL 0200901042  
D.B. 2635, PG. 46  
A PORTION OF  
TRACT A OF  
KINGSLEY, MAP 1  
M.B. E279, PG. 3  
CLEAR SPRINGS - KINGSLEY, LLC  
140,920 SQ. FT.  
3.2351 ACRES

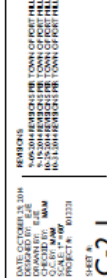
A PORTION OF TAX PARCEL 0200901043  
(CLEAR SPRINGS - KINGSLEY, LLC)  
D.B. 2635, PG. 46  
TRACT B OF KINGSLEY, MAP 1  
M.B. E279, PG. 3

A PORTION OF TAX PARCEL 0200901037  
(CLEAR SPRINGS - KINGSLEY, LLC)  
D.B. 2635, PG. 46  
M.B. 9703, PG. 89

I HEREBY STATE THAT ON THE 19th DAY OF NOVEMBER, 2014, TO BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO VISIBLE ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

SIGNED

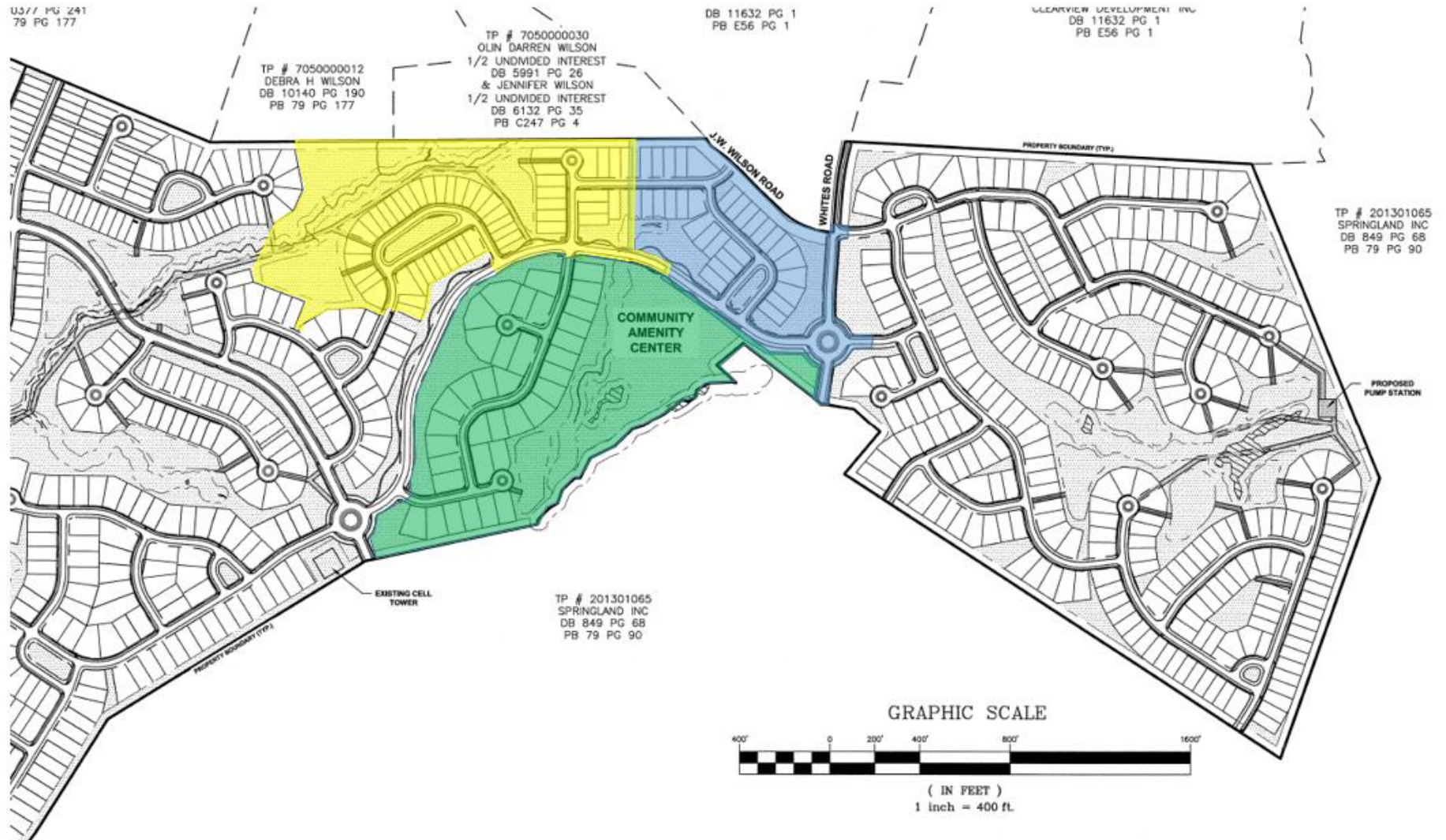
TAX PARCEL 0200901015  
ALL OF SOUTH CAROLINA, INC.  
D.B. 2635, PG. 46  
M.S. 9703, PG. 89





# Waterside at the Catawba

## Phase 1



Phase 1, Map 1

Phase 1, Map 2

Phase 1, Map 3